

Richard A. Pelley 15732500
PELLEY LAW OFFICES
905 North Travis Street
Sherman, Texas 75090
(903) 813-4778

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	
KEVIN W. GREEN AMY C. GREEN	CASE NO. 16-42114
DEBTOR(S)	

**MOTION FOR ORDER MODIFYING PLAN PURSUANT TO AN AGREED
ORDER ON A MOTION TO LIFT STAY ON THE HOMESTEAD**

***NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS AN OBJECTION IS FILED WITH
THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AND SERVED UPON THE PARTY FILING
THIS PLEADING WITHIN TWENTY EIGHT(28) DAYS FROM DATE OF SERVICE UNLESS THE COURT
SHORTENS OR EXTENDS THE TIME FOR FILING SUCH OBJECTION.***

***IF NO OBJECTION IS TIMELY SERVED AND FILED, THIS PLEADING SHALL BE DEEMED TO
BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT. IF AN
OBJECTION IS FILED AND SERVED IN A TIMELY MANNER, THE COURT WILL THEREAFTER SET A
HEARING. IF YOU FAIL TO APPEAR AT THE HEARING, YOUR OBJECTION MAY BE STRICKEN. THE
COURT RESERVES THE RIGHT TO SET A HEARING ON ANY MATTER.***

COMES NOW, Kevin and Amy Green, Debtors, (hereafter referred to as "Movant," whether singular or plural) and files this Motion for Order Modifying Plan and would respectfully show unto this Honorable Court as follows:

1. This Motion is filed pursuant to Bankruptcy Rule 3015(g) and Local Rule 3015(h)(1).
2. The plan under Chapter 13, of title 11, United States Code, filed by Movant, was duly confirmed by order of this Court dated May 1, 2017.

3. Under the plan, as confirmed, Debtor is required to pay the sum of **\$588.00** each month to the Chapter 13 Trustee, until the total sum of **\$33,800.00** is paid.

4. Since the date of the first payment which was December 11, 2016, Debtor has made installment payments under the plan up to **September 11, 2017**, in a total amount of \$4,399.00 paid as of the date of this motion which includes any tax refunds or other payments to the Trustee pursuant to the Trustee's receipt report.

5. Movant has fallen behind to the mortgage company.

6. The Movant desires to amend the plan pursuant to an Agreed Order on a Motion to Lift Stay on the homestead.

7. Debtor's in lieu of the Trustee shall make disbursement on the following secured claims:

CREDITOR	COLLATERAL
Ditech	Homestead
Grayson County	Homestead (Escrow)

Any tax authority who may file a proof of claim for ad valorem taxes shall be paid direct by the Debtor unless otherwise specifically provided for in this modification.

8. The following priority, administrative, Debtor attorney fees and specifically classified claims should be paid:

Creditor: Richard A. Pelley: Attorney's Fees
 Allowed Amount: \$5,954.96 (Subject to Court Approval)

Creditor: Richard A. Pelley: Attorney's Fees
 Allowed Amount: \$650.00 (For this Motion; First Funds)

Creditor: IRS
 Allowed Amount: \$2,690.46

9. The following creditors should be paid:

CREDITOR: Ditech
COLLATERAL: Homestead (pre-petition arrears)
AMOUNT TO BE PAID: \$20,213.48
INTEREST RATE: 4%
NUMBER OF MONTHS: 60
MONTHLY PAYMENT: \$372.26
TOTAL PAYMENT: \$22,335.60

CREDITOR: Ditech
COLLATERAL: Homestead (post-petition arrears)
AMOUNT TO BE PAID: \$8,235.27 (pursuant to an Agreed Order on a Motion to
Lift Stay on the homestead)
INTEREST RATE: 0%

UNSECUREDS: \$1,404.15

10. The collateral on the following secured claims shall be surrendered to the creditor in
lieu of the debt and discharged:

None

11. On the Chapter 13 Petition filing date, the following creditors have judicial liens upon
exempt property of Debtors:

None.

In addition, the following creditors have non-possessory, non-purchase money security
interests in Debtors' household furnishings, household goods, wearing apparel,
appliances, books, animals, crops, musical instruments or jewelry, described in the
tabulation below, all of which are held for Debtors' use, or for the use of Debtors'
family, or household, or dependents:

None

Debtors has claimed and are entitled to claim the property subject to said judicial liens
and non-possessory, non-purchase money security interests as exempt under 11 U.S.C.

sec. 522(b). To the extent that liens impair said exemptions allowed under applicable law, said liens shall be avoided.

12. Movant requests the Court to modify the Plan to reflect that the remaining payments be made through the Plan to the remaining Creditors be paid over a 50-month period in the amount of **\$830.00** per month beginning the **11th day of October, 2017**, together with any income tax refunds that the Debtor receives during the life of the plan for a total in the sum of **\$45,899.00**.

13. If disclosed in separately filed 2016b or requested in paragraph eight (8) above, Richard A. Pelley requests the sum of \$650.00 as additional attorney's fees to be paid for the additional services rendered by said attorney. Said services include but not limited to preparation of Motion to Modify, Order of Modification, Amended Schedules, Notice to interested parties, and attendance at hearings if any.

WHEREFORE, Movant prays for an order Modifying the Plan; and Movant prays for general relief.

Respectfully submitted,

PELLEY LAW OFFICE
905 North Travis Street
Sherman, Texas 75090
(903) 813-4778

/s/Richard A. Pelley
Richard A. Pelley 15732500

CERTIFICATE OF SERVICE

I certify that on October 11, 2017, a true and correct copy of the annexed/foregoing Motion for Order Modifying Chapter 13 Plan has been served by U.S., first class mail or electronic filing, as follows:

Debtor:

Kevin W. Green
Amy C. Green
716 Milam
Van Alstyne, TX 75495

Trustee:

Standing Chapter 13 Trustee
P.O. Box 941166
Plano, Texas 75094-1166

U. S. Trustee
300 Plaza Tower
110 North College Avenue
Tyler, Texas 75702

Creditors:

All creditors/parties in interest indicated on the attached creditor matrix.

/s/Richard A. Pelley
Richard A. Pelley

Label Matrix for local noticing 0540-4 Case 16-42114 Eastern District of Texas Sherman Wed Oct 11 11:15:45 CDT 2017 Carey D. Ebert P. O. Box 941166 Plano, TX 75094-1166	Ashley Funding Services, LLC its successors assigns as assignee of Laboratory Corporation of America Holdings Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587 DITECH FINANCIAL LLC 14841 Dallas Parkway, Suite 300 Dallas, TX 75254-7883	Attorney General of Texas Collection Div. - Bankruptcy Box 12548, Capitol Station Austin, TX 78711-2548 DITECH FINANCIAL LLC P.O. Box 6154 Rapid City, SD 57709-6154
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Ditech Financial PO Box 6172 Rapid City, SD 57709-6172	Ditech Financial LLC fka Green Tree Servicing P.O. Box 6154 Rapid City, South Dakota 57709-6154	FmHA 101 S. Main St., Suite 102 Temple, TX 76501-7651
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Grayson County Linebarger Goggan Blair & Sampson LLP c/o Melissa L. Palo 2777 N. Stemmons Freeway Suite 1000 Dallas, Tx 75207-2328 Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346	Amy C. Green PO Box 205 Van Alstyne, TX 75495-0205 Office of Attorney General Child Support Division 1600 Pacific, #700 Dallas, TX 75201-3602	Kevin W. Green PO Box 205 Van Alstyne, TX 75495-0205 PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541-1021
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Melissa L. Palo 2777 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207-2328	(p) PELLEY LAW OFFICE L L P 905 NORTH TRAVIS STREET SHERMAN TX 75090-5022	Pelley Law Offices 905 N. Travis Sherman, TX 75090-5022
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Quantum3 Group LLC as agent for Cascade Capital LLC Series A PO Box 788 Kirkland, WA 98083-0788	Quantum3 Group LLC as agent for Sadino Funding LLC PO Box 788 Kirkland, WA 98083-0788	SFC Central Bankruptcy PO Box 1893 Spartanburg, SC 29304-1893
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State Comptroller Capitol Station Austin, TX 78711	LynAlise Katherine Tannery Buckley Madole. P.C. 14841 Dallas Parkway, Suite 425 Dallas, TX 75254-8067	Texas Employment Commission T.E.C. Bldg., Tax Dept. Austin, TX 78778-0001
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U.S. Attorney 700 Nations Bank Tower 110 N. College Ave. Tyler, TX 75702-7226	U.S. Attorney General Department of Justice Main Justice Building 10th & Constitution Ave., NW Washington, DC 20530-0001	US Trustee Office of the U.S. Trustee 110 N. College Ave. Suite 300 Tyler, TX 75702-7231
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Veterans Administration 701 Clay Ave. Waco, TX 76706-1177	Zachary Wright 2257 Washington Ave. Fort Worth, TX 76110-1962
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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Richard A. Pelley
905 N. Travis St
Sherman, TX 75090

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Ditech Financial LLC
14841 Dallas Parkway, Suite 300
DALLAS, TX 75254-7883

(d)Carey D. Ebert
P. O. Box 941166
Plano, TX 75094-1166

(d)Carey D. Ebert
P. O. Box 941166
Plano, TX 75094-1166

(d)Grayson County
Linebarger Goggan Blair & Sampson, LLP
c/o Melissa L. Palo
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207-2328

(d)Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

(d)U.S. Attorney General
Department of Justice
Main Justice Building
10th & Constitution Ave., NW
Washington, DC 20530-0001

(d)US Trustee
Office of the U.S. Trustee
110 N. College Ave.
Suite 300
Tyler, TX 75702-7231

	End of Label Matrix
Mailable recipients	28
Bypassed recipients	0
Total	36

Pelley Law Offices
905 N. Travis
Sherman, TX 75090

Phone: (903) 813-4778
Bar Number: 15732500

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE: **Kevin W. Green** § CASE NO **16-42114**
 xxx-xx-2281 §
 Amy C. Green § CHAPTER **13**
 xxx-xx-1138 §
 Debtor(s) §

MODIFIED CHAPTER 13 PLAN

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE OF SAID COURT:

COME NOW, Kevin W. Green and Amy C. Green, Debtors herein, and propose the following plan under Chapter 13 of the Bankruptcy Code:

1. The debts of DEBTOR(S) duly proved and allowed shall be paid to the holder thereof in accordance with the provisions of Chapter 13 of the Bankruptcy Code and this Plan.
2. The future earnings of DEBTOR(S) are submitted to the supervision and control of this Court, and DEBTOR(S) shall pay to the TRUSTEE a VARIABLE amount each month. Please refer to EXHIBIT "B" for a VARIABLE payment schedule. Payments shall commence on December 11, 2016 and shall continue at the intervals and in the amounts indicated on EXHIBIT "B".
3. From the payments received, the TRUSTEE will make disbursements in the following order:
 - (a). Administrative Expenses: The TRUSTEE shall FIRST pay the expenses as prescribed by the Court, for administration of this plan.

(a). Administrative Expenses: The TRUSTEE shall FIRST pay the expenses as prescribed by the Court, for administration of this plan.

Name of Creditor	Type	Amount	Interest Rate	Monthly Payment	Term	Total Paid
Pelley Law Offices	Attorney Fees	\$5,954.96	0%	First Funds		\$5,954.96
Pelley Law Offices	Attorney Fees	\$650.00	0%	First Funds		\$650.00

(b). Priority Claims: All Claims entitled to priority under Section 507 of the Bankruptcy Code will be paid as follows:

Name of Creditor	Claim Amount	Amount Entitled To Priority	Interest Rate	Monthly Payment	Term	Total Paid
Internal Revenue Service	\$2,690.46	\$2,690.46	0%	Pro-Rata	1-59	\$2,690.46

(c). Secured Claims: Secured creditors, whose claims are duly and timely filed, approved and allowed will be treated as follows:

(1). Pursuant to 11 U.S.C. § 1325(a)(5)(B)(i) the holder of any allowed secured claim shall retain its lien securing the underlying debt until the earlier of the payment of the underlying debt as determined under nonbankruptcy law or the debtor(s) obtain a discharge under Section 1328 of the Bankruptcy Code.

(2). Payment of Secured Claims: Secured creditors, whose claims are duly and timely filed, approved and allowed, will be paid as follows:

Name of Creditor	Amount Claimed	Principal Amt to Be Paid	Interest Rate	Monthly Payment	Term	Estimated Total Paid
Collateral	Value of Collat.					
Ditech Financial	\$20,213.48	\$20,213.48	4%	Pro-Rata	1-59	\$22,461.32
Homestead (pre-petition arrears)	\$335,000.00					
Ditech Financial	\$8,235.27	\$8,235.27	0%	Pro-Rata	1-59	\$8,235.27
Homestead (post-petition arrears)	\$335,000.00					

* Variable payments are scheduled, please see Pro Forma, if attached.

Computer software provided by LegalPRO Systems, Inc., San Antonio, Texas (210) 561-5300

(3). Void Lien: The secured creditors listed below hold a non-purchase money, non-possessory security interest on Debtor(s) exempt property. Their lien will be voided pursuant to 11 U.S.C. § 522(f) and their claim treated as unsecured and paid pursuant to paragraph (e) below:

Name of Creditor	Collateral Description	Amount of Claim
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(d). Special Class: The following specially classified claims shall be paid as follows:

Name of Creditor	Claim Amount	Principal Amt. To Be Paid	Interest Rate	Monthly Payment	Term	Total Paid
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(e). Unsecured Claims: Unsecured claims will be paid pro rata by the TRUSTEE after payment of the aforementioned categories, to creditors who have duly and timely filed and proved their claim, with the same having been allowed by the Court, with such payments or dividends to be paid in lieu of the debt and in satisfaction of the debts of such creditors.

(f). No interest, penalty or additional charge shall be allowed on any account subsequent to the filing of the petition herein, except that interest shall be allowed on claims to fully secured creditors in accordance with 11 U.S.C. § 506(b).

4. DEBTOR(S) shall pay direct the following debts outside the Plan:

Name of Creditor	Collateral Description	Monthly Amount	Balance
Ditech Financial	716 Milam Road		\$161,000.00
Grayson County	Homestead (Escrow)		

5. The following secured claims are not dealt with in the DEBTOR(S)' plan, therefore, upon confirmation of the DEBTOR(S)' Chapter 13 Plan, the automatic stay provisions of 11 U.S.C. § 362 will be terminated and annulled with respect to each of the following claims:

Name of Creditor	Collateral Description	Claim	Value	Deficiency
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The automatic stay provisions of 11 U.S.C. Sec. 362 remain in effect as to DEBTOR(S).

The remaining portion of the debt (deficiency), if any, shall be treated as any other general unsecured claim under this plan.

6. All executory contracts of the DEBTOR(S) will be assumed unless specifically rejected herein. The following executory contracts and/or leases are ASSUMED or REJECTED as indicated below:

Name of Creditor	Contract is Assumed/Rejected
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7. Upon confirmation of this plan, title of the property of the estate shall vest in DEBTOR(S).

8. The Court may, from time to time, during the period of the plan, extend, increase or reduce the amount of any of the installments provided for by the plan, or extend or shorten the time for any such payments where it shall be made to appear, after such hearing, upon such notice as the Court may designate, that the circumstances of DEBTOR(S) so warrant or so require; provided, however, that nothing in this plan shall be construed to prevent the granting of a discharge of DEBTOR(S) as provided in 11 U.S.C. § 1328.

9. Post-Confirmation Cure or Waiver of Default:

Any default of the DEBTOR'S post-confirmation plan payments may only be WAIVED by compliance with the provisions of 11 U.S.C. § 1329. Any default of post-confirmation plan payments may only be CURED by permission of the Standing Chapter 13 Trustee and compliance with such conditions as the TRUSTEE may impose.

10. Post-Petition Claims:

The DEBTOR(S) will not incur any post-petition consumer debt except after notice to creditors and approval by the Court or the Standing Chapter 13 Trustee. Post-petition claims will be allowed only as specified in 11 U.S.C. § 1305.

11. The Attorneys for DEBTOR(S) will be automatically relieved and released as attorneys of record for DEBTOR(S) upon approval of the plan.

* Variable payments are scheduled, please see Pro Forma, if attached.

Additional Provisions of the Plan

Tax Authority

To the extent that Debtor provides for payment for ad valorem taxes in the body of this plan to a tax collector, that payment will include any and all tax authorities which may have claims for which that tax assessor/collector normally collects.

Modification Fee

Notwithstanding paragraph 4b, attorney's fees shall be paid as follows:

Creditor:Richard A. Pelley: Attorney's Fees

Allowed Amount:\$5,954.96 (subject to Court approval)

Creditor:Richard A. Pelley: Attorney's Fees

Allowed Amount:\$650.00 Attorney's fees for this motion

DATED on this the 11th day of October, 2017.

/s/ Kevin W. Green

Debtor: **Kevin W. Green**

Pelley Law Offices

/s/ Amy C. Green

Debtor: **Amy C. Green**

/s/ Richard Pelley

Richard Pelley

Bar Number: 15732500

905 N. Travis

Sherman, TX 75090

Phone: (903) 813-4778

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE: **Kevin W. Green**CASE NO. **16-42114****Amy C. Green**CHAPTER **13***Debtor(s)*

EXHIBIT "B" - VARIABLE PLAN PAYMENTS

PROPOSED PLAN OF REPAYMENT (VARIABLE PAYMENTS INTO THE PLAN)

<u>Month / Due Date</u>	<u>Payment</u>	<u>Month / Due Date</u>	<u>Payment</u>	<u>Month / Due Date</u>	<u>Payment</u>
1 12/11/2016	\$439.90	21 08/11/2018	\$830.00	41 04/11/2020	\$830.00
2 01/11/2017	\$439.90	22 09/11/2018	\$830.00	42 05/11/2020	\$830.00
3 02/11/2017	\$439.90	23 10/11/2018	\$830.00	43 06/11/2020	\$830.00
4 03/11/2017	\$439.90	24 11/11/2018	\$830.00	44 07/11/2020	\$830.00
5 04/11/2017	\$439.90	25 12/11/2018	\$830.00	45 08/11/2020	\$830.00
6 05/11/2017	\$439.90	26 01/11/2019	\$830.00	46 09/11/2020	\$830.00
7 06/11/2017	\$439.90	27 02/11/2019	\$830.00	47 10/11/2020	\$830.00
8 07/11/2017	\$439.90	28 03/11/2019	\$830.00	48 11/11/2020	\$830.00
9 08/11/2017	\$439.90	29 04/11/2019	\$830.00	49 12/11/2020	\$830.00
10 09/11/2017	\$439.90	30 05/11/2019	\$830.00	50 01/11/2021	\$830.00
11 10/11/2017	\$830.00	31 06/11/2019	\$830.00	51 02/11/2021	\$830.00
12 11/11/2017	\$830.00	32 07/11/2019	\$830.00	52 03/11/2021	\$830.00
13 12/11/2017	\$830.00	33 08/11/2019	\$830.00	53 04/11/2021	\$830.00
14 01/11/2018	\$830.00	34 09/11/2019	\$830.00	54 05/11/2021	\$830.00
15 02/11/2018	\$830.00	35 10/11/2019	\$830.00	55 06/11/2021	\$830.00
16 03/11/2018	\$830.00	36 11/11/2019	\$830.00	56 07/11/2021	\$830.00
17 04/11/2018	\$830.00	37 12/11/2019	\$830.00	57 08/11/2021	\$830.00
18 05/11/2018	\$830.00	38 01/11/2020	\$830.00	58 09/11/2021	\$830.00
19 06/11/2018	\$830.00	39 02/11/2020	\$830.00	59 10/11/2021	\$830.00
20 07/11/2018	\$830.00	40 03/11/2020	\$830.00	60 11/11/2021	\$830.00